



City of RICHMOND

MINUTES

REGULAR COUNCIL MEETING FOR PUBLIC HEARINGS

Monday, November 20th, 2000

Place: Council Chambers
Richmond City Hall
6911 No. 3 Road

Present: Mayor Greg Halsey-Brandt
Councillor Linda Barnes
Councillor Malcolm Brodie
Councillor Derek Dang
Councillor Lyn Greenhill
Councillor Ken Johnston
Councillor Bill McNulty
Councillor Harold Steves

David Weber, Acting City Clerk

Absent: Councillor Kiichi Kumagai

Call to Order: Mayor Halsey-Brandt opened the proceedings at 7:00 p.m.

1. **ZONING AMENDMENT BYLAW 7163 (RZ 00-175356)**
(7600 & 7620 St. Albans Road, Applicant: Tomizo Yamamoto Architect Inc.)

Applicant's Comments:

None

Written Submissions:

None

Submissions from the floor:

None

PH10-1 It was moved and seconded
That Zoning Amendment Bylaw 7163 be given second and third readings.

CARRIED



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2. ZONING AMENDMENT BYLAW 7170 (RZ 00-177323)
(9046 Railway Avenue; Applicant: John Lackner)

Applicant's Comments:

Mr. Lackner gave a brief report on the status of the lot. He advised that the lanes for subdivision, the sewer and the "T" for the pot at the back of the yard are in place, and that the installation of the BC Hydro water, gas and power service for one lot has been completed.

Written Submissions:

None

Submissions from the floor:

None

PH10-2

It was moved and seconded
That Zoning Amendment Bylaw 7170 be given second and third readings.

CARRIED

PH10-3

It was moved and seconded
That Zoning Amendment Bylaw 7170 be adopted.

CARRIED

3. ZONING AMENDMENT BYLAW 7173 (RZ 00-175086)
(11591 Bird Road; Applicant: Helen Kaethler)

Applicant's Comments:

Ms. Kaethler read a written submission which is attached as Schedule 1 and forms a part of these minutes.

Written Submissions:

None

Submissions from the floor:

Mr. R. Hourie, 11631 Bird Road, said that he was considering the same application and that he was concerned about the Covenant in that it released the City from further indemnity with regard to airplane noise. He felt that the issue of the Covenant was hindering the redevelopment of land in the airport noise sector, and that the issue of indemnity was unfairly penalizing those property owners interested in subdivision of their property.



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PH10-4

It was moved and seconded

That the application for rezoning of 11591 Bird Road (RZ 00-175086) be referred to staff for further review on the issues of the Restrictive Covenant as follows:

- a) that the City Solicitor provide a detailed report on the wording of the Covenant;
- b) that it be determined what effect a change in the Covenant wording would have on properties with existing Covenants in place;
- c) that it be determined whether the applicant is giving up rights beyond land use and noise;

CARRIED

PH10-5

4. ADJOURNMENT

It was moved and seconded

That the meeting adjourn (7:25 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the Regular Meeting for Public Hearings of the City of Richmond held on Monday, November 20, 2000.

Mayor (Greg Halsey-Brandt)

Acting City Clerk (David Weber)

SCHEDULE 1 TO THE MINUTES OF
THE REGULAR MEETING FOR
PUBLIC HEARINGS HELD ON
November 20, 2000.

I am the applicant for the re-zoning amendment by-law 7173. I was only recently made aware that as a condition to receiving final re-zoning approval, I am required to sign a covenant that will be registered against my property and continue to run with the land. I wish to address several issues of this covenant.

By way of introduction, let me say that in general the City of Richmond has authority under the Municipal Act to set conditions for the re-zoning of land. An amendment to the Official Community Plan has established the airport noise insulation program and it is a valid point of reference. Further, It is also legitimate for the city to use a covenant under section 219 of the Land Title Act as a method for exercising restrictions on building methods and land use. According to the information I have received from City Hall it seems that section 219 is the basis upon which the covenant I am required to sign is premised.

In my copy of the proposed covenant there is a short section regarding sound proofing standards and noise mitigation elements. The objectives of these airport noise regulations are generally good, but the implementation of them is discriminatory. For example, new construction on an existing lot within the geographic area where noise insulation is required by the policy does not need to conform to the standards set out in the policy. Only where a covenant has been signed as a result of an application to re-zone or subdivide do the design and construction requirements set in. This fact means new construction taking place on the same block, at the same time - where the impact of aircraft noise is also the same- is based on two different standards.

Furthermore, the Land Title Act states that the city can require an indemnity from me. In the proposed covenant the indemnity *relates to* aircraft noise not land use. The covenant goes on to require me to remise, release and forever discharge Richmond from any liability in connection with aircraft noise, again this does not pertain to land use. The scope of this covenant is further enlarged by the fact that Richmond is defined by the document to include "assigns." That suggests that Richmond is entitled to assign its rights under the covenant to another body.

Since this proposed covenant is a requirement for final rezoning approval, I deduct it does not apply to an existing lot. It leads me to conclude that there is a two-tier system of rights and development standards in our city.

The aircraft noise is a prominent aspect of this proposed covenant. I am fully aware that areas of Richmond are impacted by it. To find a solution to this problem is the responsibility of the City of Richmond. In my opinion attempting to solve it by requiring individual residents to sign covenants that could include indemnities, releases and assigns is unethical especially in view of the aforementioned two-tier system. ^{and unjust H.K.}

It is very clear that this proposed covenant goes far beyond land use and construction standards. By signing this covenant, I would be required to give up rights that I have that are not strictly related to land or to building standards. I do not think that the City of Richmond has the jurisdiction to ask me to release these rights. I am not prepared to and I will not sign these rights away. While I respect and abide by the right of Richmond to set standards and regulations in regard to land use and construction, it is clearly beyond their scope to infringe on my personal rights. Further, even if I should agree to such a thing, by signing the covenant, I am binding future owners to the same restrictions, and limiting their personal rights.

In connection with this report, I would hope that city council, for the reasons I have outlined, would order the covenant wording changed and remain within the scope of land use and building standards.

Thank you for your attention to my presentation and I hope that you will investigate this matter further. If you do, I think that you will see ^{the H.K.} justice in what I am asking for.

Respectfully submitted.

Helen Kaethler